



# STATE OF MONTANA

## INVITATION FOR BID (IFB)

(THIS IS NOT AN ORDER)

IFB Number: 130130FIRE	IFB Title: Firefighter Sack Lunches
IFB Due Date and Time: MARCH 8, 2013 2:00 p.m., Local Time	Number of Pages: 1-65

### ISSUING AGENCY INFORMATION

Procurement Officer: PAMELA OKON	Issue Date: January 29, 2013
Department of Natural Resources & Conservation Fire & Aviation Management Bureau 2705 Spurgin Road MISSOULA MT 59804	Phone: (406) 542-4350 Fax: (406) 542-4242  Website: <a href="http://vendor.mt.gov/">http://vendor.mt.gov/</a>

### INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package:
	IFB Number: 130130FIRE IFB Due Date: March 8, 2013
	DUNS number:  NAICS Code:115310

### BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory:  (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	Bidder Federal Tax ID#:

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

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## **SECTION 1: GENERAL REQUIREMENTS**

### **1.0 INTRODUCTION**

The STATE OF MONTANA, Department of Natural Resources and Conservation (DNRC) (hereinafter referred to as "the State") is soliciting bids for Firefighter Sack Lunches to be provided in the Northern Rockies Geographic Area (Northern Idaho, Montana and North Dakota) in support of fire suppression, severity and all risk incidents. A more complete description of the supplies and/or services sought is provided in Section 4 of this Invitation for Bid (IFB). Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 AGREEMENT TERM**

The agreement term is for a period of one (1) year beginning June 01, 2013 and ending May 31, 2014.

**Idaho Contractors: Licensing shall comply with the Idaho Administrative Code.**

- (1) A person or persons operating a food establishment in the state of Idaho is required to obtain licensing through the state of Idaho in accordance with Idaho Code Title 39, Chapter 16, Food Establishment Act, which states: "No person, firm or corporation shall operate a food establishment, for which no other state or federal food safety inspection or license is required, without a license approved by the director of the department of health and welfare or his designee." Food Establishment is further defined in the Code to include Mobile Food Establishments, Intermittent Food Establishment.

**Montana Contractors: Licensing shall comply with 50-50-201, Montana Code Annotated (MCA)**

- (1) A person operating a food establishment shall procure an annual license from the Department of Public Health and Human Services. Application forms for licensure can be made by contacting the Retail Food Program at (406) 444-2837 or by contacting the local health official in charge of inspection at the county level.

**North Dakota Contractors: Licensing shall comply with the North Dakota Administrative Code.**

### **1.2 START WORK**

The Contractor shall provide availability status to the designated dispatch office within 10 days after award of the agreement.

### **1.3 INSTRUCTIONS TO BIDDERS**

#### **1.3.1 Procurement Officer Contact Information.**

Contact information for the procurement officer is as follows:

Procurement Officer: Pamela Okon  
Address: 2705 Spurgin Road  
Missoula MT 59804  
Telephone Number: 406-542-4350  
Fax Number: 406-542-4242  
E-mail Address: dnrcfirecontracting@mt.gov

#### **1.3.2 Examination of Solicitation Documents and Explanation to Bidders.**

Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

#### **1.3.3 Interpretation or Representations.**

The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

#### **1.3.4 Acknowledgment of Addendum.**

If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

#### **1.3.5 Extension of Prices.**

In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

#### **1.3.6 Bid Preparation Costs.**

The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or agreement.

### **1.4 REQUIRED REVIEW**

#### **1.4.1 Review IFB.**

Bidders shall carefully review the entire IFB. Bidders shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the offeror shall include any terms or requirements within the IFB that preclude the offeror from responding or add unnecessary cost. Bidders shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The State will determine any changes to the IFB.

#### **1.4.2 Form of Questions.**

Bidders having questions or requiring clarification or interpretation of any section within this IFB must address these issues via e-mail or in writing to the procurement officer listed above on or before February 22, 2013 no later than 2:00 p.m., *Mountain Time*. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

#### **1.4.3 State's Response.**

The State will provide a written response no later than **March 1, 2013** to all questions received by **February 22, 2013**. The State's response will be by written addendum and will be posted on the State of Montana's website with the IFB at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by the close of business on the date listed. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State. **Bidders shall sign and return with their IFB response an Acknowledgment of Addendum for any addendum issued.**

#### **1.4.4 Pre-Proposal Meetings**

- a. The Government is planning pre-proposal meeting(s), during which potential bidders may obtain a better understanding of the work required.
- b. Bidders are encouraged to submit all questions in writing at least five (5) days prior to the meeting.
- c. Bidders are cautioned that, notwithstanding, any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the bidder to seek clarification prior to submitting a quote.
- d. The meetings will be held:

Billings – February 11, 2013 from 1900-2100 hrs  
Location – BLM State Office  
5001 Southgate Drive  
Billings, MT

Great Falls – February 12, 2013 from 1900-2100 hrs  
Location – Lewis & Clark National Forest Conference Room  
1101 15<sup>th</sup> Street North  
Great Falls, MT

Kalispell – February 13, 2013  
Location – Flathead National Forest Supervisor's Office  
650 Wolfpack Way  
Kalispell, MT

Missoula – February 14, 2013  
Location – Northern Rockies Training Center  
5765 West Broadway  
Missoula, MT 59808

## **1.5 BID SUBMISSION**

**1.5.1 Bids Must Be Sealed and Labeled** Bidders must submit **one original bid** (See Attachment "A" *Bid Form*). Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **IFB 130130FIRE**. ***Bids must be received at the receptionist's desk of the MISSOULA Department of Natural Resources and Conservation Forestry MAIN BUILDING prior to 2:00 p.m, local time, March 8, 2013.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid. In addition,

#### **1.5.2 Late Bids.**

***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

#### **1.5.3 Bidder's Signature.**

The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the Government from obtaining the best possible supply or service.

### **1.5.3 Tax Identification Number (TIN) / Social Security Number (SSN)**

All Contractors must furnish a tax identification number in the space provided on the bid submittal and return the W-9 (Attachment J). All Government agencies require a tax identification number in order to process payments.

### **1.5.5 Dun & Bradstreet Number (DUNS)**

All contractors must furnish a DUNS number in the space provided on the cover page and bid form. The Federal Government requires a DUNS number in order to process payments. **For information on obtaining a DUNS number call Dun & Bradstreet @ 1-888-814-1435. You can also access the Dun & Bradstreet website @ <http://www.dnb.com/us/> to register on-line.**

### **1.5.7 System for Award Management (SAM) (formerly CCR)**

Unless exempted by an addendum to this solicitation, by submission of a bid, the Bidder acknowledges the requirement they shall be registered in the SAM database prior to bid submittal, during performance and through final payment of any agreement resulting from this solicitation. Bidders may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>. Help and tutorials are available on the website.

## **1.6 CHANGE OR WITHDRAWAL OF BIDS**

### **1.6.1 Change or Withdrawal PRIOR to Bid Opening.**

Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.3.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

### **1.6.2 Change AFTER Bid Opening but Prior to Bid Award.**

After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

## **1.7 BID AWARDS**

### **1.7.1 Basis for Award.**

The end result of this IFB will be a geographic resource list of prequalified Contractors listed by location and price for which they have agreed to furnish sack lunches used in support of severity, fire suppression and all-risk activities. The geographic resource list may be used in the Northern Rockies Geographic Area.

The Montana Department of Natural Resources and Conservation (DNRC), Montana Disaster and Emergency Services (MDES), The Idaho Department of State Lands (IDL), North Dakota Forest Service (NDFS), the USDA Forest Service (FS), the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), US Fish and Wildlife Service (USFWS), and the National Park Service (NPS), are hereby authorized to use the agreement in accordance with the terms and conditions set forth herein.

Since the needs of the Government during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the meals listed herein to the extent the Contractor is willing and able at the time of order. The Government is not obligated to place nor is the Contractor obligated to accept an order under the agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. There are no minimum or maximum guarantees as to the number of orders that may be placed under subsequent agreement(s). Due to the sporadic occurrence of incident activity, the placement of any orders IS NOT GUARANTEED.

### **1.7.2 Rejection of Bids.**

While the State has every intention to award an agreement as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State to award and execute an agreement. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Eliminate any bids which seem excessive compared to the average of prices submitted in any given geographic area.
- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any agreement if the State determines adequate state funds are not available (18-4-313, MCA).

## **1.8 CLAIMS:**

Claims settlement is agency specific and remains the responsibility of the incident agency.

### **1.8.1 Federal Government Claims.**

Unless limited by agency policy or the Agency Administrator, any federal agency claim may be settled by a warranted GS-1102 Contracting Officer; and minor claims may be settled by warranted GS-1105 Purchasing Agents. Minor claims are interpreted to include claims that are evident as to existence, responsibility, and reasonable in claimed amount. Claims settlements recommended by a GS-1105 Purchasing Agent exceeding \$2,500 per claim shall be reviewed by a GS-1102 Contracting Officer with specific authority. Some agencies may require claims be reviewed by their legal department

### **1.8.2 State of Montana Claims.**

Claims arising under the jurisdiction of the State of Montana are negotiated by the responsible Line officer or agency Administrator. These individuals may delegate this authority to other DNRC employees or to the Incident Management Team. When possible, claims should be settled at the incident. For comprehensive information on handling claims against MT DNRC, see the DNRC 300 Incident business management manual, or contact the Business Management Bureau, Forestry Division, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.

### **1.8.3 State of Idaho Claims.**

Settlements arising under the jurisdiction of the State of Idaho can be negotiated by the incident Agency Administrator (Area Supervisor) up to \$2,500. Settlements exceeding \$2,500 must be referred to the Idaho Department of Lands, Bureau of Fire Management, Idaho, 3780 Industrial Avenue, Coeur d'Alene, Idaho 83815; office phone: (208) 769-1522.

### **1.8.4 State of North Dakota Claims.**

Claims against the State of North Dakota must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged injury was discovered or reasonably should have been discovered. Claim forms may be requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904.

## **1.9 Contractor Liability for Personal Injury and/or Property Damage.**

### **1.9.1 Contractor Liability for Personal Injury and/or Property Damage.**

- a. The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- b. The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the Contractor against all claims for injury or damage.

- c. The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- d. The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this agreement, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

## **1.9.2 Loss, Damage, or Destruction**

### **1.9.2 Loss, Damage, or Destruction.**

- a. For equipment furnished under this agreement WITHOUT operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.



## **SECTION 2: DISPATCH/DELIVERY REQUIREMENTS**

### **2.0 DISPATCH/DELIVERY REQUIREMENTS**

All resources awarded under this IFB shall be located and dispatched through a Northern Rockies Dispatch Center. The Contractor will be listed on an established geographic resource list. When Contractor's resources are listed as unavailable, the resources will not be eligible for dispatch under this agreement.

### **2.1 AVAILABILITY**

The Contractor is responsible for maintaining their current availability status with their host dispatch center. When Contractor resources are unavailable, the resources will not be eligible for dispatch under this agreement.

### **2.2 ORDERING PROCEDURE**

**Contractor is REQUIRED to meet all date(s) and time(s).**

Following agreement award, each host dispatch center will have an established geographic resource list. The Government intends to dispatch contractor resources based on this geographic resource list. This geographic resource list will be per location and price. State or federal personnel may use this geographic list if and when an incident develops. There is no guarantee the listed Contractors will be called to supply lunches. Although price will be a major consideration, due to the exigency nature of fire suppression, severity and all risk activities, factors other than price (such as location, ability to meet timeframes, etc.) may be considered prior to placing an order.

Orders will primarily come through Dispatch, although Buying Teams or other Government purchasers are authorized to place orders.

The ordering official will inform the Contractor of the location, quantity required of each type of lunch (regular, vegetarian, or gluten-free), and date and time needed. The order will be placed with that Contractor until that Contractor cannot fill the order or meet the date and time needed. If that Contractor is unable to meet the requirements, the next closest Contractor to the incident or Contractor that best fits the need (i.e. crew coming through town), will be contacted, etc. In order to assure incident personnel receive a variety of lunches, the next time lunches are needed the next Contractor on the list will be contacted. The next time the service is required, the same process will be followed, taking into account location and ensuring equitability among the Contractors. If, in one day, all the Contractors are contacted and none can meet delivery requirements, Contractors not on the list may be contacted.

Arrangements for sack lunches will be made by authorized Government representative who will confirm the order on the Contractor's itemized invoice. The Contractor's itemized invoice will be presented to and signed by the receiving Government representative. The Contractor's itemized invoice will be attached to a legible sales receipt and both will be submitted for payment (*See Attachments B & I – EERA & Payment Offices*). Sack lunches will be made in accordance with the specifications listed in Section 4 of this agreement.

The Government is unable to pay an administrative fee (gratuity or tip) on sack lunches or takeout meals; therefore, the sack lunch price shall be all inclusive.

**NOTE: The States of Idaho and Montana reserve the right to select Contractors who they (state officials) consider to be in the best interest of the State. This may include Contractors who did not participate in this solicitation.**

### **2.2.1 Attachments**

See below for attachments:

#### **Attachments:**

- A. Bid Form
- B. Sample Emergency Equipment Rental Agreement
- C. General Clauses to EERA
- D. Federal Acquisition Regulations Clauses (FAR)
- E. Federal Tax Liability/Felony Conviction Submittal
- F. DOL Wage Determination
- G. States (Idaho, Montana, North Dakota) Standard Terms
- H. Evaluation Form
- I. Payment Offices
- J. Montana Taxpayer Identification Number (TIN) Verification
- K. Understands & Will Comply Checklist

## **2.3 DISPATCHING PROCEDURES**

When receiving an ordering call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the ordering official may proceed with contacting the next closest Contractor or Contractor that best fits the need.

At the time of acceptance of the assignment, the following information will be given to the Contractor:

- a. Resource Order Number
- b. Incident Order Number and Name of the Incident
- c. Date and Time to deliver to the specified location.
- d. Descriptive location of the designated site where the Contractor shall meet a Government Representative. A map will be provided, if available.
- e. Incident or agency contact phone number for further information
- f. Fire charge code/funding code

Dispatch offices may use a FAX or email to provide a copy of the resource order to the Contractor.

## **SECTION 3: SPECIAL TERMS AND CONDITIONS**

### **3.0 AGREEMENT TERMINATION/NON-COMPLIANCE**

#### **3.0.1 Termination for Cause**

The State may, by written notice to the Contractor, terminate this agreement in whole or in part at any time the Contractor fails to perform under this agreement. Failure to provide lunches or meet the required date/time needed may result in removal from the geographic resource list.

#### **3.0.2 Non-Compliance**

In the event a Contractor supplies sack lunches that do not meet the specifications set forth herein, the Government representative responsible for ordering the lunches shall contact the Contractor to explain and document what is necessary to bring the lunches into compliance. If the lunches fail to meet specifications a second time, the Contractor may be removed from the geographic resource list.

### **3.1 PURCHASING CARDS**

The preferred method of payment is a Government Purchasing Card.

### **3.2 PERSONNEL REQUIREMENTS**

#### **3.2.1 Personnel Requirements- Fair Labor Standards Act (FLSA).**

Contractors shall comply with the Fair Labor Standards Act when employing persons less than 18 years of age (Ref. 29 CFR 570). See website: <http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf>.

### **3.3 PERFORMANCE EVALUATIONS**

Performance evaluations will be performed at the incident using the Evaluation form (*See Attachment H - Evaluation Form*) by the Government representative supervising the work. This form is the only performance evaluation that will be accepted by the Contracting Officer. The Government representative's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the Government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government representative will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the appropriate Government representative (i.e. Finance/Plans) for distribution to the Contracting Office and the Host unit incident file. Evaluations are to be sent to the following address:

**Procurement Officer: Pamela Okon  
Montana DNRC Fire & Aviation  
Address: 2705 Spurgin Rd  
Missoula, MT 59804**

## SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

### **4.0 EQUIVALENT PRODUCTS**

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

### **4.1 Purpose**

The purpose of this IFB is to establish agreements to provide sack lunches for wildland firefighting; all hazard incidents; and support personnel in a non-exigency situation. This IFB is to give the opportunity to furnish prices for sack lunches. The end result of this IFB will be a list of pre-qualified Contractors and the price for which they have agreed to furnish sack lunches. The list will be per location (city) and price. Government personnel will use this list if and when an incident develops.

**Under exigency situations there is no guarantee the listed Contractors will be called to supply sack lunches. In an exigency situation, factors other than price (such as location, ability to meet timeframes etc.) may be considered prior to placing an order.**

### **4.2 Pricing**

This IFB will result in agreements with multiple Contractors. The Emergency Equipment Rental Agreements (EERA) resulting from this IFB may be used by multiple State and Federal agencies. Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. **Due to the sporadic occurrence of incident activity, the placement of any orders IS NOT GUARANTEED.** (See Attachments B & C – EERA & General Clauses)

Awards will be made on an **all-or-none** basis. Failure of a bidder to provide prices for all line items listed on the Bid Form may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

At any time, at the expense of the Government, Contractors may be asked to provide a *sample* lunch for quality assurance.

### **4.3 SPECIFICATIONS FOR SPECIAL SACK LUNCHES:** **PRE-PREPARED SANDWICHES SHALL NOT BE FROZEN.**

Special Sack Lunches must meet the requirements for the standard sack lunches with the following changes implemented:

#### **4.3.1 Vegetarian Lunch**

**\*Definition:** Ovo-Lacto Vegetarian - This is the most common form of vegetarianism. Ovo-Lacto vegetarians do not eat meat, chicken, fish or flesh of any kind, but do eat eggs and dairy products. Sub categories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

- Vegetarian sack lunches shall be provided as ordered by the authorizers listed above.
- Vegetarian sack lunches shall be prepared for the \*Ovo-Lacto vegetarian

classification level and shall consist of the same quantities and items as regular sack lunches.

- Non-meat protein substitutes such as vegetarian lunch meats require prior approval and shall be used on a limited basis in vegetarian sack lunches.

#### **4.3.2 Gluten-free Lunch (Optional)**

If Gluten-free lunches are available, all items contained in the lunch must be Gluten-Free and must adhere to the specs listed herein.

**\*Definition:** Gluten-free – A gluten-free diet is a diet that excludes foods containing gluten. Gluten is a general name given to the storage proteins (prolamins) present in wheat, rye, barley, and oats. Gluten is used as a food additive in the form of flavoring, stabilizing or thickening agent, often as “dextrin”. The Gluten Free diet eliminates all foods containing wheat, rye, barley, and commercial oats. A gluten-free diet is the only medically accepted treatment for celiac disease, the related condition dermatitis herpetiformis, and wheat allergy. The storage proteins of corn and rice do not contain the toxic cereal prolamins and are not harmful to individuals with celiac disease. Foods labeled as gluten-free in Canada and the U.S. do not allow the presence of any gluten-containing ingredients, such as wheat starch.

Several grains and starch sources are considered acceptable for a gluten-free diet. The most frequently used are corn, potatoes, rice, and tapioca (derived from cassava). Other grains and starch sources generally considered suitable for gluten-free diets include amaranth, arrowroot, millet, montina, lupin, quinoa, sorghum (jowar), taro, teff, chia seed, and yam. Various types of bean, soybean, and nut flours are sometimes used in gluten-free products to add protein and dietary fiber. Almond flour is a low-carbohydrate alternative to flour, with a low glycemic index. In spite of its name, buckwheat is not related to wheat; pure buckwheat is considered acceptable for a gluten-free diet, although many commercial buckwheat products are actually mixtures of wheat and buckwheat flours, and thus not acceptable. Gram flour, derived from chickpeas, is also gluten-free (this is not the same as Graham flour made from wheat).

#### **Gluten Containing Foods and Ingredients**

Atta (chapatti flour)	Farina	Oatmeal, oat bran, oat flour and whole oats
Barley (flakes, flour, pearl)	Farro or Faro (also known as spelt)	Pastas
Beer, ale, lager	Fu	Rye bread and flour
Breading and bread stuffing	Graham flour	Seitan
Brewers yeast	Hydrolyzed wheat protein	Semolina
Bulgur	Kamut*	Spelt (also known as farro or faro, dinkel)*
Couscous	Malt, malt extract, malt syrup and malt flavouring	Triticale
Croutons	Malt vinegar	Wheat bran
Dinkel (also known as spelt)*	Malted milk	Wheat flour
Durum	Matzoh, matzoh meal	Wheat germ
Einkorn	Modified wheat starch	Wheat starch
Emmer		

#### **Gluten-free lunches are provided by option of the Contractor upon request.**

- Optional Gluten-free lunches shall be prepared for the Gluten-free classification level and shall consist of the same quantities and items as regular sack lunches.

## 4.4 SPECIFICATIONS FOR STANDARD SACK LUNCHES:

PRE-PREPARED SANDWICHES SHALL NOT BE FROZEN.

Sack lunches must contain one item from each of the following 7 categories (at a minimum):

### #1 SANDWICH

One meat sandwich (or sandwich with non-meat substitute for vegetarian lunches).

- The sandwich shall be wrapped in plastic wrap or plastic bags.
- The sandwich shall contain two 1 to 1½ oz. slices of bread or gluten-free bread if providing gluten-free lunch option.
- The meat sandwich shall contain 3½ oz. sliced whole muscle meat or a combination of sliced whole muscle meat and cheese or equivalent vegetarian substitute. Ground meat, such as meatloaf or ground beef patties, may be allowed if approved by the Government.
- Appropriate individually packaged condiments shall be provided and not be put directly on the sandwich.

### #2 VARIETY ITEM

- Contractors may choose a variety of items for the second entrée including a second sandwich. The preferred option is to provide energy bars.
- Variety item must have a minimum nutritional value of at least 400 calories and a minimum weight of at least 5½ oz.

**Note - The Government may approve the following for variety on an occasional basis:** One super-sized hoagie or submarine (salami or bologna may be used) having a minimum combination of meat and/or cheese weighing 7 ounces used in place of categories #1 and #2. (Non-meat substitutes shall replace the meat in a vegetarian hoagie or submarine.)

### #3 FRUIT

- The fruit shall be one apple (size 100 count) or one sweet orange (size 88 count), or other fresh fruit of comparable size.

### #4 DRIED FRUIT

- Must be factory wrapped or re-sealable individually wrapped by the Contractor.
- Must have a nutritional value of at least 200 calories and weight at least 3 oz.
- All ingredients must be identified and attached to the product for easy identification.

**Note: Most dried fruits have a caloric value of approximately 75 calories per oz.**

### #5 FACTORY WRAPPED OR RE-SEALABLE INDIVIDUALLY WRAPPED SNACK

- Two (2) or more snacks with a combined nutritional value of at least 600 calories and combined weight of at least 6 oz.
- It is preferred that these snacks be high in carbohydrate content.
- All ingredients must be identified and attached to the product for easy identification.

### #6 CONDIMENTS

- Four (4) individual factory wrapped packets of condiments appropriate for categories #1 and #2. **Example:** 2 packets mayonnaise and 2 packets of mustard.

### #7 PAPER NAPKINS AND MOISTENED TOWELETTES

- Two (2) Paper Napkins
- Two (2) Moistened Towelettes

## 4.5 QUALITY STANDARDS

USDA Institutional Meat Purchase Specifications (IMPS) are specified for some items below to clarify required quality standards. Copies of IMPS can be obtained from the USDA, AMS, Livestock and Seed Division, website located at <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3003281>.

The following minimum quality standards and meal periods for serving (in addition to any applicable IMPS) must be met:

**PORK** - USDA inspected USDA Grades 1-4. Whole/full muscle pork items, whole/full muscle cured ham and natural juices or cured ham with water added not to exceed 15% pump (ham and water product and turkey-ham is not allowed) meeting IMPS Series 400 and 500.

**BEEF** - USDA inspected, whole/full muscle, flats, top and bottom rounds, and eye of the round only (no shoulder cuts allowed). Need not be USDA Choice. Pre-Cooked further processed beef, shall meet IMPS 600 Series. (No more than 15% pump in all precooked beef items).

**POULTRY** - USDA inspected, USDA Grade A, whole/full muscle. Processed or precooked turkey must have a maximum of 3 lobes per product of breast meat only, no more than 50% pump in all poultry items. (No chunked, chopped and/or formed allowed.)

**CHEESE** - Natural cheese. No imitation cheese, processed cheese, cheese product, cheese food or cheese spread is allowed.

**FRESH FRUITS AND VEGETABLES** – Must be First Quality. The fruit shall be one apple (size 100 count) or one sweet orange (size 88 count), or other fresh fruit of comparable size.

**BREAD** – 100% whole wheat or whole grain (cracked or with seeds and grains are acceptable), or enriched white. Diet or "balloon" bread is not allowed. Gluten-free bread if providing gluten-free option.

## 4.6 PACKAGING AND MARKING

The following is required:

- Sack lunches shall be bagged in heavy duty paper sacks to protect the lunch.
- The ordering agency must be able to distinguish between vegetarian, gluten-free and regular sack lunches by use of different colored bags or clearly distinguishable markings.
- Individual sack lunches shall be packed in cardboard boxes holding exactly 20 lunches in each box and shall be ready at the agreed upon time.
- The sack lunches may not be made any longer than eight hours, prior to delivery. A longer or shorter period of time may be deemed appropriate by the ordering agency depending on refrigeration or storage conditions utilized. If delivery by the Contractor is required, the items shall be kept at a temperature cool enough to prevent degradation of the food items.
- Sandwiches shall be packaged in plastic sandwich bags or other packaging. The packaging shall keep the sandwich intact, and or not excessively add to waste disposal; i.e. no Styrofoam.
- The sandwiches shall be packaged and dated the day they were prepared. The sack lunch bags shall be stamped or labeled as follows:
- **"Prepared on (date and time)"**

#### **4.7 ORDER CANCELLATION**

If the order is cancelled after the resource order has been confirmed and the order has been placed payment will be made by the host agency in accordance with 4.2.



## **IFB Checklist**

### INFORMATIONAL UPDATE:

- All vendors should register at our State of Montana OneStop Vendor information website: <http://vendor.mt.gov/default.mcpix>. Once you are registered on this site, you will be notified when solicitations are posted. Additionally, if you provide an email address, an email notifying you of the posting will be sent. Vendors will not receive any additional notification from DNRC. It is the vendor's responsibility to research and stay informed of the process.
- Solicitations will be posted on the <http://svc.mt.gov/gsd/OneStop/SolicitationList.aspx?AgencyID=9> website. This website can also be accessed through the OneStop Vendor information site listed above.
- All vendor documents are posted on the <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> website. This website can also be accessed through the OneStop Vendor information site listed above.

### HAVE YOU REMEMBERED TO?

- Check our website for the latest addendum to the IFB?
- Sign each "Acknowledgment of Addendum" if required?
- Sign your bid on our cover sheet?
- Mark your mailing envelope or box with the IFB number and the opening date under your return address?
- Carefully review the "Standard Terms and Conditions"?
- Carefully review all listed requirements to ensure compliance with the IFB?
- Initial all bid/pricing changes you made?
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid?

### **REQUIRED TO BE SUBMITTED WITH THIS IFB: Late submittals of the required information will not be accepted.**

- Signed IFB Cover Sheet
- Bid Submittal Form (Attachment A)
- Addendums with Signature, if applicable
- Provided Proof of:
  - General Liability Insurance
  - Workers Compensation Insurance
- W-9 (Attachment J)
- Understands and Will Comply (Attachment K)

**The following Bid Form and IFB cover page MUST be submitted**

1. Read and answer all questions.
2. Print or Type only. Answers must be legible.
3. Failure to answer ANY of the below questions may result in a nonresponsive determination.
4. Bids are evaluated based solely on the information provided.

<b>Name of Establishment:</b>		<b>Address:</b>	
<b>Federal ID or SSN#:</b>		<b>DUNS #:</b>	
<b>SAM: Y N</b>		<b>EMAIL:</b>	

**Provide Contact Person(s) and Phone Numbers for the times listed below:**

	<b>Contact Person(s):</b>	<b>Phone No:</b>	<b>Alternate Phone No:</b>
<b>8:00 am to 5:00 pm</b>			
<b>5:00 pm to 8:00 am</b>			

  

<b>Description</b>	<b>Cost</b>	<b>Unit</b>
<b>1. Cost of regular Sack Lunch:</b> <i>Per Requirements (Section 4.3, Including Items #1 - #7)</i>	\$	EA
<b>2. Are you able to provide Vegetarian Sack Lunches if requested?</b> <i>(This would be on a case by case basis.)</i>	YES	NO
<b>3. Cost of Vegetarian Sack Lunch:</b> <i>Per Requirements (Section 4.3, Including Items #1 - #7)</i>	\$	EA
<b>4. Are you able to provide Gluten-Free Sack Lunches if requested?</b> <i>(This would be on a case by case basis.) Gluten-free lunches would be made to the same specifications as regular lunches above but would contain all gluten-free products or alternatives.</i>	YES	NO
<b>5. Cost of Gluten-Free Sack Lunch:</b> <i>Per Requirements (Section 4.3, Including Items #1 - #7)</i>	\$	EA
<b>6. Are you willing to accept a Government Procurement Card for payment?</b>	YES	NO
<b>7. Flat Fee for delivery:</b>	\$	Per Occasion

\_\_\_\_\_  
**Contractor Signature:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Contractor Title:**

**SAMPLE EMERGENCY EQUIPMENT RENTAL AGREEMENT – SACK LUNCH**

Page 1 of 1

1. PROCUREMENT AGENCY a. name and address: <b>XXXX Land Office</b> <b>XXXXXX</b> <b>XXXXXX XX XXXXX</b>  b. Phone Number: c. FAX Number:		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): XXXXXXXXXXXXXXXXXXXX 3. EFFECTIVE DATES OF AGREEMENT: a. beginning <u>XX/XX/XXXX</u> b. ending <u>XX/XX/XXXX</u>  c. Specific incident only: Incident Name: _____ Incident Number: _____				
4. CONTRACTOR a. name and address: Joe Smith Contracting 123 ABC Street Anywhere, State, Zip  b. EIN/SSN: c. DUNS:  d. EMAIL Address: e. Telephone Number (day): Telephone Number (night): Cell Phone Number: FAX:		5. POINT OF HIRE (Location when hired if different than Block 4):  6. ORDERING DISPATCH CENTER  7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry) 8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT 9. Contractor Authorized Commissary: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
10. BUSINESS SIZE OF CONTRACTOR: a. <input type="checkbox"/> small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)						
11. ITEM DESCRIPTION: equipment or animals (Include VIN, make, model, year, serial no., accessories or other identifying features)	12. NUMBER OF OPERATORS PER SHIFT	13. HR/DAI/MI/SHIFT BASIS a. rate b. unit		14. SPECIAL a. rate b. unit		15. GUARANTEE (8 or more hours)
<b>Cost of Standard Sack Lunch:</b> <i>Per Requirements (Section 4.5, Including Items #1 - #7)</i>	N/A	\$0.00	Ea	N/A	N/A	N/A
<b>Cost of Vegetarian Sack Lunch:</b> <i>Per Requirements (Section 4.5, Including Items #1 - #7)</i>	N/A	\$0.00	Ea	N/A	N/A	N/A
<b>Cost of Gluten-Free Sack Lunch:</b> <i>Per Requirements (Section 4.5, Including Items #1 - #7)</i>	N/A	\$0.00	Ea	N/A	N/A	N/A
<b>Flat Fee for delivery:</b>	N/A	\$0.00	Per Occasion	N/A	N/A	N/A
16. SPECIAL PROVISIONS a. All pre-prepared sandwiches shall not be frozen. b. Lunches cannot be made more than 8 hours in advance and must be kept at a cool temperature. c. All standard and special provision lunches, including vegetarian and gluten-free, if offered, must adhere to the specifications listed in Section 4 of the agreement. d. All Packaging and Marking of sack lunches shall follow the specifications listed in Section 4 of the agreement: • Heavy duty paper sacks must be used to protect the lunch. Lunches must be clearly distinguishable (regular, vegetarian, gluten-free) by use of different colored bags or clearly distinguishable markings. Must be marked with Date and Time prepared. • Sandwiches must be packaged in plastic sandwich bags • Lunches shall be packed in cardboard boxes holding exactly 20 per box. e. All terms conditions and specifications contained in IFB #130130FIRE are attached hereto and incorporated herein by reference f. <b>Attachments</b>						
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE		18. DATE		21. a. PRINT NAME AND TITLE		
19. FEDERAL CONTRACTING OFFICER'S CO-SIGNATURE		18. DATE		22. a. PRINT NAME AND TITLE  a. Warrant No. c. FAX:		
20. DNRC CONTRACTING OFFICER'S CO-SIGNATURE		18. DATE		22. a. PRINT NAME AND TITLE  b. Phone Number: c. FAX:		

## GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294 (2006 TEST FORM)

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smokey conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

**CLAUSE 1. Condition of Equipment:** All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

**CLAUSE 2. Time Under Hire:** The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

**CLAUSE 3. Operating Supplies:** As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 4. Repairs:** Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

**CLAUSE 5. Timekeeping:** Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

### **CLAUSE 6. Payments**

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*column 13*) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

**ON-SHIFT:** Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable

travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates** (*column 14*) shall apply when specified.
3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 15. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
4. **Daily Rate** (*column 13*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

### **(a) Shift Basis (Portion of calendar day)**

- 1) **Single Shift** - (SS) is staffed with one operator or one crew
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and/or crew(s) is/are ordered in writing for the second shift.
- 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

### **CLAUSE 7. Exceptions**

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became nonoperational.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.

**CLAUSE 8. Subsistence:** When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging

without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

**CLAUSE 9. Loss, Damage, or Destruction:**

(a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**CLAUSE 10. Contractor's Responsibility for Property and Personal Damages:** Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 11. Deductions:** Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

**CLAUSE 12. Personal Protective Clothing and Equipment:** The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

**CLAUSE 13. Commercial Motor Vehicles:** All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:  
[www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)

**CLAUSE 14. Claim Settlement Authority:** For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

**CLAUSE 15. Changes:** Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

**CLAUSE 16. Firearm – Weapon Prohibition:** The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not

include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

**CLAUSE 17. Work Rest and Length of Assignment:** The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: [www.nwcg.gov](http://www.nwcg.gov)

**CLAUSE 18. Harassment Free Workplace:** Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at [www.gpoaccess.gov](http://www.gpoaccess.gov)

**CLAUSE 19. Definitions -** The following definitions for Block 10 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.**

## 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Nov 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

X (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

- ☒ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (July 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

\_X\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

\_\_\_ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.

\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.

\_\_\_ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_X\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_X\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_X\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).



(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

— Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.252-2 -- Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

52.212-1 Instructions to Offerors -- Commercial Items.(Feb 2012)

52.212-4 Contract Terms and Conditions -- Commercial Items.(Feb 2012)

52.236-7 Permits and Responsibilities (Nov 1991)

52.245-1 Government Property (Aug 2010)

52.223-1 Biobased Product Certification (Dec 2007)

52.223-2 Affirmative Procurement of Biobased Products Under Service Contracts (Dec 2007)

52.247-21 -- Contractor Liability for Personal Injury and/or Property Damage. (Apr 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

52.212-2 -- Evaluation -- Commercial Items.(Jan 1999) Tailored

The Government expects to award multiple agreements resulting from this solicitation to those quoters whose quote is reasonably priced and technically acceptable.

Basis of Award. The Government will award an agreement to those quoters offering a reasonable price and resources that are technically acceptable.

- i. Technical Acceptability. Technical acceptability will be determined on a pass/fail basis. An offer will "pass" if the offered resource meets the minimum requirements stated in the specifications and has acceptable past performance.

Past performance is a measure of the degree to which the customer(s) has been satisfied in the past, and complied with Federal, State, and local laws and regulations and will be based on evaluations received for the quoter on incidents and other related experience within the past 36 months.

A Neutral rating will be given to quoters with no past performance data.

- ii. **Reasonable Price.** The quoted price will be evaluated for reasonableness in accordance with the Federal Acquisition Regulations. Price is not the determining factor for award, but rather, a factor for consideration.

For award, vendor must offer a technically acceptable resource at a reasonable price.

**52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (Dec 2012)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) **Definitions.** As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exactored from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).

Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the

HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).



(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) **Prohibition on Contracting with Inverted Domestic Corporations—**

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) **Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.**

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) **Representation and Certification.** Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sbn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

**AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS** *Alternate 1 (Feb 2012)*

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

**AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction.** (DEVIATION 2012-01) *Alternate 1 (Feb 2012).*

*Note: this certification needs to be completed and submitted to CO at time of quote submittal (as a condition of award). COs may post this certification to FBO and/or it is available at: <http://www.fs.fed.us/business/incident/vendorapp.php>*

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [ ], is not [ ] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has [ ], has not [ ] (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [ ], has not [ ] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

- (3) The Offeror does [ ], does not [ ] (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Vendor Name:** \_\_\_\_\_  
*vendor to insert name here*

**Agreement Number:** **AG-0343-B-**\_\_\_\_-\_\_\_\_ *(vendor to insert agreement number here)*

**AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (DEVIATION 2012-01) Alternate 1 (Feb 2012).**

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) **The Offeror is [ ], is not [ ] (check one)** an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked "is" above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked "is not" above, Offeror may leave the remainder of the representation blank.

- (2) (i) **The Offeror has [ ], has not [ ] (check one)** been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) **Offeror has [ ], has not [ ] (check one)** had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

- (3) **The Offeror does [ ], does not [ ] (check one)** have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Return to:

USDA Forest Service  
 Region 1, Regional Office  
 Attn: AQM, D.Wesselius  
 200 E. Broadway  
 Missoula, MT 59802

Or FAX to: 406-329-3682, Attention D.Wesselius



## DOL WAGE DETERMINATION

WD 95-0221 (Rev.-29) was first posted on www.wdol.gov on 07/03/2012

## Emergency Incident/Fire Safety Services

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS  
UNDER THE SERVICE CONTRACT ACT  
By the direction of the Secretary of LaborU.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS  
ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210  
Wage Determination No: 1995-0221  
Revision No: 29  
Date of Revision: 06-22-2012Diane C. Koplewski      Division of Wage  
Director                      Determinations

\*\*\*\*\*

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska and American Samoa.

Alaska: Entire state.American Samoa: Entire state

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, WisconsinNortheast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, VermontSouthern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West VirginiaWestern Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

\*\*\*\*\*

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		18.50
Continental U.S.		18.50
Hawaii and American Samoa		18.26
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		26.10
Hawaii and American Samoa		17.34
Midwestern Region		20.60
Northeast Region		19.34
Southern Region		18.02
Western Region		20.84
05220 - Motor Vehicle Mechanic Helper		
Alaska		18.88
Hawaii and American Samoa		13.35
Midwestern Region		13.36
Northeast Region		15.06
Southern Region		11.62
Western Region		14.12

**07000 - Food Preparation And Service Occupations****07010 - Baker**

Alaska	15.68
Hawaii and American Samoa	15.66
Midwestern Region	13.14
Northeast Region	14.92
Southern Region	10.74
Western Region	16.37

**07041 - Cook I**

Alaska	13.51
Hawaii and American Samoa	13.18
Midwestern Region	9.66
Northeast Region	12.06
Southern Region	9.20
Western Region	11.01

**07042 - Cook II**

Alaska	15.57
Hawaii and American Samoa	14.72
Midwestern Region	10.88
Northeast Region	13.59
Southern Region	10.37
Western Region	12.41

**07070 - Dishwasher**

Alaska	11.57
Hawaii and American Samoa	12.68
Midwestern Region	7.82
Northeast Region	8.38
Southern Region	8.13
Western Region	8.43

**07130 - Food Service Worker**

Alaska	11.80
Hawaii and American Samoa	11.74
Midwestern Region	9.22
Northeast Region	11.06
Southern Region	8.73
Western Region	9.60

**07210 - Meat Cutter**

Alaska	19.24
Hawaii and American Samoa	18.68
Midwestern Region	16.21
Northeast Region	18.88
Southern Region	13.53
Western Region	17.71

**12000 - Health Occupations****12040 - Emergency Medical Technician**

Alaska	22.57
Continental U.S.	16.44
Hawaii and American Samoa	18.49

**21000 - Materials Handling And Packing Occupations****21020 - Forklift Operator**

Alaska	21.68
Hawaii and American Samoa	16.89
Midwestern Region	15.58
Northeast Region	15.22
Southern Region	12.89
Western Region	16.66

**21150 - Stock Clerk**

Alaska	14.00
Hawaii and American Samoa	11.04
Midwestern Region	12.37
Northeast Region	12.21
Southern Region	11.85
Western Region	12.53

**23000 - Mechanics And Maintenance And Repair Occupations****23021 - Aircraft Mechanic I**

Alaska	27.49
Continental U.S.	28.27
Hawaii and American Samoa	28.41

**23040 - Aircraft Mechanic Helper**

Alaska	21.55
Continental U.S.	21.26
Hawaii and American Samoa	20.51

**23060 - Aircraft Servicer**

Alaska	24.08
Continental U.S.	24.26
Hawaii and American Samoa	23.81

**23160 - Electrician, Maintenance**

Alaska	31.03
Hawaii and American Samoa	26.74
Midwestern Region	23.30
Northeast Region	24.97
Southern Region	19.91
Western Region	23.79

**23440 - Heavy Equipment Operator**

Alaska	25.38
Hawaii and American Samoa	18.06
Midwestern Region	20.60
Northeast Region	19.34
Southern Region	18.02
Western Region	20.84

**23470 - Laborer**

Alaska	15.40
Hawaii and American Samoa	14.95
Midwestern Region	12.53
Northeast Region	12.64
Southern Region	10.20
Western Region	11.84

<b>23530 - Machinery Maintenance Mechanic</b>	
Alaska	28.95
Hawaii and American Samoa	28.57
Midwestern Region	17.86
Northeast Region	18.68
Southern Region	14.15
Western Region	17.72
<b>23580 - Maintenance Trades Helper</b>	
Alaska	21.17
Hawaii and American Samoa	16.33
Midwestern Region	16.81
Northeast Region	15.70
Southern Region	14.14
Western Region	14.58
<b>27000 - Protective Service Occupations</b>	
<b>27070 - Firefighter</b>	
Alaska	11.73
Hawaii and American Samoa	9.56
Midwestern Region	7.64
Northeast Region	8.06
Southern Region	7.64
Western Region	8.06
<b>30000 - Technical Occupations</b>	
<b>30210 - Laboratory Technician</b>	
Alaska	22.70
Hawaii and American Samoa	21.59
Mid Western Region	20.18
Northeast Region	18.67
Southern Region	20.52
Western Region	19.19
<b>31000 - Transportation/Mobile Equipment Operation Occupations</b>	
<b>31030 - Bus Driver</b>	
Alaska	21.30
Hawaii and American Samoa	13.83
Midwestern Region: 1 1/2 to 4 tons	17.55
Midwestern Region: over 4 tons	18.35
Midwestern Region: under 1 1/2 tons	13.13
Northeast Region: 1 1/2 to 4 tons	17.99
Northeast Region: over 4 tons	18.77
Northeast Region: under 1 1/2 tons	13.95
Southern Region: 1 1/2 to 4 tons	16.03
Southern Region: over 4 tons	16.62
Southern Region: under 1 1/2 tons	8.93
Western Region: 1 1/2 to 4 tons	16.53
Western Region: over 4 tons	16.99
Western Region: under 1 1/2 tons	10.40

<b>31361 - Truckdriver, Light</b>	
Alaska	19.93
Hawaii and American Samoa	10.90
Midwestern Region	13.13
Northeast Region	13.95
Southern Region	8.93
Western Region	10.40
<b>31362 - Truckdriver, Medium</b>	
Alaska	21.58
Hawaii and American Samoa	13.82
Midwestern Region	17.55
Northeast Region	17.99
Southern Region	15.98
Western Region	16.53
<b>31363 - Truckdriver, Heavy</b>	
Alaska	22.81
Hawaii and American Samoa	15.08
Midwestern Region	18.35
Northeast Region	18.77
Southern Region	16.62
Western Region	17.61
<b>31364 - Truckdriver, Tractor-Trailer</b>	
Alaska	24.02
Hawaii and American Samoa	15.28
Midwestern Region	21.82
Northeast Region	18.90
Southern Region	17.47
Western Region	17.97
<b>47000 - Water Transportation Occupations</b>	
<b>47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook</b>	
Alaska	15.51
Hawaii and American Samoa	14.72
Midwestern Region	10.88
Northeast Region	13.59
Southern Region	10.36
Western Region	12.41
<b>92000 - Non Standard Occupations</b>	
<b>(not set) - Quality Assurance Representative I</b>	
Alaska	19.27
Hawaii and American Samoa	19.80
Midwestern Region	17.35
Northeast Region	18.32
Southern Region	19.00
Western Region	17.48
<b>(not set) - Quality Assurance Representative II</b>	
Alaska	25.21
Hawaii and American Samoa	23.53
Midwestern Region	21.40
Northeast Region	22.74
Southern Region	20.10
Western Region	21.19
<b>(not set) - Quality Assurance Representative III</b>	

Alaska	26.82
Hawaii and American Samoa	25.61
Midwestern Region	25.19
Northeast Region	26.77
Southern Region	23.77
Western Region	25.41
(not set) - Chief Cook	
Alaska	20.60
Hawaii and American Samoa	24.69
Midwestern Region	18.16
Northeast Region	21.98
Southern Region	16.64
Western Region	20.23
(not set) - Environmental Protection Specialist	
Alaska	32.49
Hawaii and American Samoa	30.05
Midwestern Region	27.33
Northeast Region	32.78
Southern Region	27.83
Western Region	28.78
(not set) - Fire Safety Professional	
Alaska	32.47
Hawaii and American Samoa	30.05
Midwestern Region	27.33
Northeast Region	32.78
Southern Region	27.83
Western Region	28.78
(not set) - Aircraft Quality Control Inspector	
Alaska	28.75
Continental U.S.	29.56
Hawaii and American Samoa	29.72
<b>99000 - Miscellaneous Occupations</b>	
<b>99730 - Refuse Collector</b>	
Alaska	11.38
Hawaii and American Samoa	10.52
Midwestern Region	9.73
Northeast Region	11.11
Southern Region	7.64
Western Region	9.47

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.71 per hour or \$148.40 per week or \$643.07 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the

named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**VACATION (Hawaii):** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HEALTH & WELFARE (Hawaii):** \$1.50 per hour, or \$60.00 per week, or \$260.00 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.71 per hour.

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

## **REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

### **Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.



Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Aircraft Quality Control Inspector** Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

**Chief Cook**

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

**Environmental Protection Specialist**

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programs; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

**Fire Safety Professional**

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

**Quality Assurance Representative I**

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work

methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

#### **Quality Assurance Representative II**

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

#### **Quality Assurance Representative III**

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

**Standard Terms, Conditions & Compensation for the States of Idaho, Montana and North Dakota****Idaho Department of Lands Standard Terms & Conditions, Office Locations****1. CONTRACT RELATIONSHIP**

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

**2. CONTRACTOR RESPONSIBILITY**

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

**3. SUBCONTRACTING**

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

**4. INSURANCE**

Prior to the commencement of work under this contract, and until all work specified herein is completed, the Contractor shall maintain in effect all insurance as set forth below and shall comply with all limits, terms and conditions stipulated within the insurance policy(ies). Contractor shall provide the Idaho Department of Lands with a Certificate of Insurance verifying such coverage. Work under the contract shall not commence until evidence of all required insurance is provided to the State.

- a. The Contractor shall maintain and pay for any applicable worker's compensation insurance and will provide a certificate of same.
- b. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company having a Best's rating of AV or better and be licensed and admitted in Idaho. The Contractor shall furnish the Department of Lands with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary

and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insureds and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Department of Lands.

i. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

ii. Aircraft/Aerial Operations Liability Insurance

Contractor shall maintain aircraft/aerial operations liability insurance with a combined single limit of not less than \$1,000,000 each occurrence and passenger liability not less than \$100,000 per seat. The policy will provide coverage for bodily injury and property damage arising from any aerial operations engaged in under this contract.

iii. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

- c. By requiring insurance herein, the Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this contract.
- d. The Contractor shall maintain worker's compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Department of Lands with a certificate of insurance evidencing such coverage.
- e. The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

5. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

6. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

7. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

8. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

9. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

10. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.

11. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

12. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

13. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho, counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract.

The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

14. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies

15. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

16. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond if a bond is required under the provisions of this contract.
  - (1) Failure of the Contractor to perform any of the provisions of this contract.
  - (2) Failure of the Contractor to correct unsatisfactory performance or work within five (5) days after it has been brought to his attention.
  - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
  - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
  - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
  - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
  - (3) If requested by the State, deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any incomplete or unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work stated in this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

17. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho

fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

18. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

19. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

20. ENTIRE AGREEMENT

This contract, together with all attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous discussions, representations, commitments, and all other communications, both oral and written, between the parties.

21. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

## IDAHO DEPARTMENT OF LANDS OFFICE LOCATIONS

### **Cataldo**

80 Hilltop Overpass Road  
Kingston, ID 83839.  
Phone: (208) 682-4611  
Fax: (208) 682-2991

### **Craig Mountain**

PO Box 68  
Craigmont ID 83523  
Phone: (208) 924-5571  
Fax: (208) 924-5571

### **Eastern Idaho**

3563 Ririe Highway  
Idaho Falls, ID 83401.  
Phone: (208) 525-7167  
Fax: (208) 525-7178.

### **Kootenai Valley**

Route 4, Box 4810  
Bonners Ferry, ID 83805.  
Phone: (208) 267-5577  
Fax: (208) 267-8301

### **Maggie Creek**

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Kamiah, ID 83536  
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Fax: (208) 935-0905

### **Mica**

3706 Industrial Avenue S.  
Coeur d'Alene, ID 83815.  
Phone: (208) 769-1577  
Fax: (208) 769-1597.

### **Pend Oreille Lake**

2550 Highway 2 West  
Sandpoint, ID 83864.  
Phone: (208) 263-5104  
Fax: (208) 263-0724.  
Chris Remsen

### **Ponderosa**

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Deary, ID 83823  
Phone: (208) 877-1121  
Fax: (208) 877-1122.

### **Priest Lake**

4053 Cavanaugh Bay Road  
Coolin, ID 83821  
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### **South Central**

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Gooding, ID 83330  
**Phone:** (208) 934-5606  
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### **Southwest**

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Boise, ID 83703.  
Phone: (208) 334-3488  
Fax: (208) 853-6372.

### **St. Joe**

1806 Main Avenue  
St. Maries, ID 83861.  
Phone: (208) 245-4551  
Fax: (208) 245-4867

### **Clearwater-Potlatch Timber Protective Assn.**

10250 Highway 12, Orofino, ID 83544  
Phone: (208) 476-5612  
Fax: (208) 476-7218

### **Southern Idaho Timber Protective Assn.**

555 Deinhard Lane, McCall ID 83638  
Phone: (208) 634-2268  
Fax: (208) 634-5117



# **Standard Terms, Conditions & Compensation for the States**

## **State of Montana Standard Terms and Conditions**

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted ONLY on an exception basis with prior approval of the procurement officer AND if they are completely received by the DNRC FSO Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered.

**FAILURE TO HONOR BID/PROPOSAL:** If a offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for non-construction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning non-visual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

# North Dakota State University

## Policy Manual

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### SECTION 400

### PURCHASING – GENERAL POLICIES

SOURCE: SBHE Section 803.1, Purchasing Procedures  
NDSU President

1. Each institution shall develop and implement necessary and appropriate policies and procedures to ensure compliance with laws and State Board of Higher Education policies governing purchasing. Officers and employees involved in purchasing decisions shall comply with all applicable federal and state laws and regulations relating to conflict of interest and acceptance of gifts and gratuities. Institution purchasing policies and procedures shall incorporate (or refer to) SBHE Policy 611.4 relating to conflict of interest, and include procedures for disclosing a conflict of interest. Further, institution purchasing policies and procedures shall address whether vendors' offers of scholarships, endowments, and other premiums contained in bids or proposals will be considered and, if so, the criteria for evaluating such offers.

#### NDSU Guidelines

*1.1 The Director of Purchasing is responsible for the preparation and enforcement of NDSU purchasing policies. The Director of Purchasing may delegate authority to an NDSU employee to purchase specific types and classes of goods and services with prior written authorization by the departmental supervisor. This authorization shall specify what may be purchased by the employee and the duration of the purchasing authorization.*

*1.2 Purchasing has the responsibility for obligating the University and for making the final determination of source of supply consistent with the required delivery schedule, ability to meet specifications and price negotiations, except where others are so authorized. These decisions will be made in conjunction with user departments as appropriate.*

*1.2.1 In the event there is an unauthorized purchase, Purchasing will arrange to meet with the individual(s) and the supplier to reduce the potential for future non-compliance. Any unauthorized purchase may result in holding the individual personally responsible.*

*1.3 The basic responsibilities of Purchasing and those of the using departments are as follows:*

PURCHASING	REQUESTORS
Responsible for:	Responsible for:
1. Prequalifying suppliers	1. Preparing purchase requisitions
2. Taking bids	2. Providing reasonable lead time
3. Processing quotations	3. Providing justifications as required
4. Negotiating with suppliers	4. Assuring that contract and grant requirements are met
5. Making awards	5. Assuring that funds are available
6. Releasing award information	6. Others as appropriate
7. Auditing purchasing actions	
8. Administering a minority business development program	
9. Others as appropriate	

*1.4 No personal purchases shall be made in the name of the University nor shall any University resources be used in any way for the purpose of making personal purchases.*

*1.5 North Dakota University System, Policy 611.4; North Dakota State University Policy 151 - Conflict of Interest and North Dakota Century Code Sections 12.1-13-03 and 48-02-12 are referenced and made part of this Purchasing Policy. Any employee of the University authorized to sell or lease any property or make any contract in the employee's official capacity may not be interested in any such sale, lease or contract.*

*1.6 All employees involved in federal fund projects shall comply with the conflict of interest requirements that govern any federal grants or other sponsored agreements*

*1.7 Equipment and supplies purchased for use by a governmental agency are not subject to sales/use tax or federal excise tax except heating fuel, gasoline and property purchased by NDSU that is installed by an independent contractor. A letter is on file in the Purchasing Department which may be sent to vendors who need proof of our tax exemption.*

*1.8 In addition to this section, all other federal and state laws, rules and regulations relating to Purchasing must be followed.*

2. NDUS institutions shall cooperate and make joint purchases with the Office of Management and Budget Purchasing Division when advantageous to do so as intended by North Dakota Century Code 54-44.4-02. Institutions may also purchase equipment or supplies through participation in joint purchasing alliances formed with other states or organizations, when it is advantageous to do so. Additional bids or proposals shall be solicited from other vendors when required by law or this policy.

*NDSU Guidelines*

*2.1 All NDSU personnel will be required to purchase from prime vendor or other annual contracts or other such pricing agreements that are established.*

3. Personal property, equipment or supplies estimated at less than \$10,000 may be purchased at the discretion of the institution. When feasible, informal quotes or proposals should be solicited from more than one vendor. Reasonable steps shall be taken to ensure that qualified North Dakota vendors have an opportunity to compete for the contract. Personal property, equipment or supplies estimated at \$10,000 or more must be purchased from formal bids. As many sources as possible, including qualified North Dakota vendors, should be solicited.

*NDSU Guidelines*

*3.1 NDSU employees authorized by their respective department or unit can make a single non-repetitive purchase of a good or service in the amount of \$2,500.00 or less. Purchases of \$2,500.01 and above shall be processed through the NDSU Purchasing Department.*

*3.2 NDSU employees may make purchases from \$2,500.01 up to and including \$5,000.00 if they are delegated purchasing authority in writing by their respective departmental supervisor and by the Director of Purchasing after proper training has been completed. Requirements include obtaining three (3) informal quotes, awarding the order to the vendor offering the lowest and best bid, and ensuring that quotes are maintained on file and the item cannot be obtained on an existing term contract.*

4. Consulting or other contract services and insurance estimated at less than \$100,000, shall be purchased by negotiation, telephone or informal written quote or proposal. When feasible more than one vendor should be requested to submit prices to ensure appropriate competition. Reasonable steps shall be taken to ensure that qualified North Dakota vendors have an opportunity to compete for the contract. Consulting or other contract services or insurance estimated at \$100,000 or more must be purchased through a formal request for proposal process that includes procedures for identifying eligible vendors, developing a comprehensive requirements

document, specifying unique needs, negotiating mutually acceptable contract terms, and listing minimum proposals requirements. Payments for services may be made only according to a written contract.

NDSU Guidelines

*4.1 Consulting services and insurance greater than \$50,000 shall be coordinated through the Purchasing Department.*

5. Personal property, equipment or supplies estimated at \$10,000 or more, must be purchased from formal bids. As many sources as possible, including qualified North Dakota vendors should be solicited. All service contracts for a term in excess of three years shall include a provision for review of contract performance at specified intervals, not less frequently than once every two years. Service contracts may not exceed a term of ten years.

NDSU Guidelines

*5.1 Formal bids for goods and services shall be processed through the NDSU Purchasing Department.*

6. Items which do NOT require competitive bidding are purchases made from discount contracts under a group alliance or consortium, other items possessing unique characteristics or properties which because of those peculiarities are essential to the conduct of particular research projects or instructional endeavors or sole source services. Purchases of an item or service under this exception is permitted only with the written approval of the purchasing officer or other official delegated that authority based upon documentation of:

- a) The unique characteristics of the products, and
- b) Specifically what task is to be performed requiring the unique characteristics of the product.

The purchasing office shall document in writing the process in all cases in which the lowest bid is not accepted. All required documentation shall be retained according to governing records retention policies.

NDSU Guidelines

*6.1 A letter of justification on any sole source purchase not covered under a term contract, priced at \$2,500.00 and above shall be sent to the Director of Purchasing.*

*6.2 Items which do not require competitive bidding are:*

- a) Utilities such as telephone, electric power, and natural gas services.*
- b) Public books and maps, periodicals and technical pamphlets.*
- c) Services for the maintenance or servicing of equipment by the manufacturer or authorized servicing agent of that equipment when the maintenance or servicing can best be performed by the manufacturer or authorized service agent, or when such a contract would otherwise be advantageous to the state.*
- d) Direct purchases from any NDSU campus auxiliary service or internal service fund operation(s).*
- e) Term contracts created by the NDSU/NDUS/State Purchasing Personnel.*
- f) Consulting Services up to \$50,000 (excluding architect/engineering services) if the Contracted Services Agreement form is used or an agreement is reviewed and approved by the University's General Counsel. The Purchasing Department will determine if competitive bids are required for services greater than \$50,000 but less than \$100,000.*

*g) Construction/Remodeling Services up to \$10,000 total project cost, if the Contracted Services Agreement form is used and the specifications are in compliance with applicable building codes and policies and the NDUS/NDSU "Guidelines for Architects and Engineers" manual. A copy of the completed form should also be sent to the Facilities Management Director, Thorson Maintenance Center.*

7. Preference shall be given to North Dakota bidders when required pursuant to N.D.C.C. Section 44-08-01. Accordingly, preference equal to the preference given or required in the state of a nonresident bidder shall be given in purchasing any goods, merchandize, supplies, or equipment. Also, when accepting bids for the provision of professional services, including research and consulting services, the contract shall be awarded to a resident North Dakota bidder if the bid of the resident North Dakota bidder is equal to or less than the low bid of a nonresident bidder and the resident North Dakota bidder has an acceptable performance history and meets the minimum requirements specified in the bid solicitation.

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HISTORY:

Amended	July 1990
Amended	January 1997
Amended	March 2003
Amended	July 2004
Housekeeping	August 2011

## Standard Contractor Performance Report

Highlighted blocks are required to be completed.

<b>Evaluation Type: Interim _ Final _ (check one)</b>			
<b>Evaluating Organization</b> <i>(Fire Name):</i>		<b>Reporting Period: From</b> _____ <b>to</b> _____	
<b>Contracting Office:</b>		<b>Contract Number:</b>	<b>Order Number</b> <i>(Resource Order/Incident #):</i>
<b>Contractor Name:</b>		<b>Contractor Address:</b>	
<b>DUNS:</b>		<b>City:</b>	<b>State:</b>
<b>Additional or Alternate Contractor Name:</b>		<b>Zip/Postal Code:</b>	<b>Country:</b>
<b>TIN:</b>	<b>Industrial Code (NAICS):</b>	<b>Commodity Code:</b>	<b>Contract Type:</b>
<b>Contract Award Date:</b>	<b>Contract Expiration Date:</b>	<b>Contract Value:</b>	
<b>Requirement Description</b> <i>(Equipment Type):</i>			

### Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (*See attached Rating Guidelines*).

**Quality of Product or Service** *(How did the Contractor perform, document any noncompliance or performance issues)*

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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Government Comments for Quality of Product or Service (2000 characters maximum):

**Timeliness of Performance** *(Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)*

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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Government Comments for Timeliness of Performance (2000 characters maximum):

**Business Relations** *(Did the Contractor perform in a business-like manner; complete administrative requirements timely)*

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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Government Comments for Business Relations (2000 characters maximum):

### Additional Info



## Contractor Key Personnel

**Contractor Manager/Principal Investigator (*Owner's Name*):**

**Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum):** *(If applicable, describe working relationship with government representatives for this assignment)*

**Contractor Key Person (*Equipment Operator's Name*):**

**Government Comment on Contractor Key Person (2000 characters maximum):** *(Describe working relationship with government representatives for this assignment)*

## Customer Satisfaction

Is/was the contractor committed to customer satisfaction? ☐ Yes ☐ No (*Check one*)

Would you recommend the selection of this firm again? ☐ Yes ☐ No (*Check one*)

**Government Comments on Customer Satisfaction (2000 characters maximum):** *If no to either of above, explain below*

## Admin Info

**Project Officer/COTR** *(Individual completing the evaluation)*

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Contractor Representative**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Alternate Contractor Representative**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Contracting Officer:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## Rating Guidelines

### Quality of Product or Service

**0 = Unsatisfactory   1 = Poor   2 = Fair   3 = Good   4 = Excellent   5 = Outstanding**

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

### Timeliness of Performance

**0 = Unsatisfactory   1 = Poor   2 = Fair   3 = Good   4 = Excellent   5 = Outstanding**

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

### Business Relations

**0 = Unsatisfactory   1 = Poor   2 = Fair   3 = Good   4 = Excellent   5 = Outstanding**

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Federal Payment Offices**USDA Forest Service**

USDA Forest Service  
Albuquerque Service Center  
Incident Business  
101B Sun Ave. NE  
Albuquerque, NM 87109

**National Park Service**

National Park Service Accounting  
Operations Center  
P.O. Box 100000  
13461 Sunrise Valley Drive  
Herndon, VA 20171

**Bureau of Land Management**

Invoice returned to the BLM  
Local Incident Host Agency

**Bureau of Indian Affairs****Billings, Rocky Mountain Region**

Designated billing office information will  
be provided by local host agency unit.

**US Fish and Wildlife Service**

U.S. Fish and Wildlife Service— - Fire Office  
Attn: Pat Richardson  
P.O. Box 25486, MS60130  
Denver, CO 80225

State of Idaho**Cataldo**

80 Hilltop Overpass Road  
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**Southern Idaho Timber Protective Assn.**

555 Deinhard Lane, McCall ID 83638  
Phone: (208) 634-2268  
Fax: (208) 634-5117

**State of North Dakota****State Foresters Office**

307 First Street East  
Bottineau, ND 58318  
Attn: Brenda Johnson  
(701) 228-5422

**State of Montana****Department of Natural Resources and Conservation****DNRC Forestry Division**

2705 Spurgin Rd.  
Missoula MT 59804

**DNRC Eastern Land Office**

PO Box 1794  
Miles City MT 59301

**DNRC Southwestern Land Office**

1401 27th Ave  
Missoula MT 59804

**DNRC Southern Land Office**

Airport Industrial Park  
1371 Rimtop Drive  
Billings MT 59105-1978

**DNRC Central Land Office**

8001 N Montana Ave  
Helena MT 59602

**DNRC Northwestern Land Office**

655 Timberwolf Parkway STE 2  
Kalispell MT 59901-1215

**DNRC Northeastern Land Office**

613 E. Main Street  
Lewistown MT 59457

### Taxpayer Identification Request

In order for the State of Montana to comply with the Internal Revenue Service regulations, this letter is to request that you complete the enclosed Substitute Form W-9. Failure to provide this information may result in delayed payments or backup withholding. This request is being made at the direction of the Montana Department of Administration, State Accounting Division, in order that the State may update its vendor file with the most current information.

Please return or FAX the Substitute Form W-9 even if you are exempt from backup withholding within (10) days of receipt. Please make sure that the form is complete and correct. **Failure to respond in a timely manner may subject you to a 28% withholding on each payment, or require the State to withhold payment of outstanding invoices until this information is received per Internal Revenue Code 3406(a).**

We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a \$50 penalty assessed by the Internal Revenue Service under Section 6723 of the Internal Revenue Code.

Only the individual's name to which the Social Security Number was assigned should be entered on the first line.

The name of a partnership, corporation, club, or other entity, must be entered on the first line exactly as it was registered with the IRS when the Employer Identification Number was assigned.

DO NOT submit your name with a Tax Identification Number that was not assigned to your name. For example, a doctor MUST NOT submit his or her name with the Tax Identification Number of a clinic he or she is associated with.

Thank you for your cooperation in providing us with this information. Please return the completed form to:

DNRC Forestry Division  
2705 Spurgin Rd  
Missoula, MT 59804  
406-542-4300

**Taxpayer Identification Number (TIN) Verification***Print or Type*

Please see attachment or reverse for complete instructions.

<input type="checkbox"/> <b>Legal Name</b> (as entered with IRS) If Sole Proprietorship, enter your Last, First, MI	<input type="checkbox"/> <b>Entity Designation</b> (check only one type) <div style="margin-left: 20px;"> <input type="checkbox"/> Corporation              <input type="checkbox"/> S-Corp   <input type="checkbox"/> C-Corp            Do you provide medical or legal services?  <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div>
<input type="checkbox"/> <b>Trade Name</b> If doing business as (DBA) or enter business name of Sole Proprietorship	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> General <input type="checkbox"/> Limited
<input type="checkbox"/> <b>Primary Address</b> (for 1099 form) PO Box or Number and Street, City, State, ZIP + 4	<input type="checkbox"/> LLC (for federal tax purposes taxed as) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Organization Exempt from Tax (under Section 501 (a)(b)(c)(d)(e)) <input type="checkbox"/> Government Entity <input type="checkbox"/> Other _____ <input type="checkbox"/> Incorporated
<input type="checkbox"/> <b>Remit Address</b> (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, ZIP + 4	

<input type="checkbox"/> <b>Taxpayer Identification Number (TIN)</b> (Provide Only One) (If sole proprietorship provide FEIN, if applicable)	
Social Security Number	Federal Employer Identification No

☐ **Certification**  
 Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number
Signature		Date

<input type="checkbox"/> <b>Optional Direct Deposit Information (used at agency discretion) (all fields required to receive electronic payments)</b> <b>(Must Include a Voided Check, No Direct Deposit Slips Accepted)</b>			
Your Bank Account Number	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	Name on Bank Account	Bank Routing No. (ABA)

THIS IS A:

☐ New Direct Deposit     
 ☐ Change of Existing     
 ☐ Additional Direct Deposit     
 ☐ Email Change Only

Email Address (Please make this LEGIBLE)

If you provide bank information and an email address, we will send a message notifying you when an electronic payment is issued. We will **NOT** share your email address with anyone or use it for any other purpose than communicating information about your electronic payments to you. **If you have questions about completing this form, please call the Warrant Writer Unit at 406-444-3092.**

## Instructions for Completing Taxpayer Identification Number Verification (Substitute W-9)

### Legal Name As entered with IRS

Individuals: Enter Last Name, First Name, MI  
Sole Proprietorships: Enter Last Name, First Name, MI  
LLC Single Owner: Enter owner's  
Last Name, First Name, MI  
All Others: Enter Legal Name of Business

### Trade Name

Individuals: Leave Blank  
Sole Proprietorships: Enter Business Name  
LLC Single Owner: Enter LLC Business Name  
All Others: Complete only if doing business as a D/B/A

### Primary Address

Address where 1099 should be mailed.

### Remit Address

Address where payment should be mailed. Complete only if different from primary address.

### Entity Designation

Check **ONE** box which describes the type of business entity.

### Taxpayer Identification Number

**LIST ONLY ONE:** Social Security Number OR Employer Identification Number. **See "What Name and Number to Give the Requester" at right.**

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

### Certification

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to furnish your correct

TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

### What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or Single-Owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole Proprietorship or Single-Owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation

9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	
11. A broker or registered nominee	The partnership
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The broker or nominee
	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**NOTE:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



**UNDERSTANDS AND WILL COMPLY**

**Bidder must acknowledge that they have read, understand, and will comply with each section/subsection listed below by initialing the line to the left of each. If bidder cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

_____	Section 1, General Requirements
_____	Section 2, Dispatch/Delivery Requirements
_____	Section 2.2 Ordering Procedure
_____	Section 3, Special Terms and Conditions
_____	Section 4, Specifications and Pricing Schedule
_____	Section 4.1, Purpose
_____	Section 4.2, Pricing
_____	Section 4.3, Specifications for Special Sack Lunches
_____	Section 4.4, Specifications for Standard Sack Lunches
_____	Section 4.5, Quality Standards
_____	Section 4.6, Packaging & Marking
_____	Section 4.7, Order Cancellation
_____	IFB Checklist